



OIL INDIA LIMITED (A Govt. of India Enterprise)
Contacts & Purchase Department
02-A, District Shopping Centre
Saraswati Nagar
Basni
Jodhpur – 342 005
Rajasthan
E-mail: amar_singh@oilindia.in

BID CORRIGENDUM

Amendment No. 01 Dated 14.08.2026

to

Tender No.: CJI2402P27

1. Reply to pre-Bid Queries from the bidders are enclosed as **Annexure-AA.**
2. Amendments to the tender document are enclosed as **Annexure-BB**
3. All other terms & Conditions shall remain unchanged.

S.No	Section	Clause No.	Page No.	Clause	Query	OIL response
1	1	1.4	9 OF 143	The OEM's scope includes: natural gas feed pre-treatment equipment upstream of the membrane, and the two-pass membrane module. TSA dehydration may be in OEM's scope as per design requirement. Other Post-membrane processes — CO ₂ injection compression, and all downstream systems — are in the EPC Contractor's direct scope.	OIL needs to confirm that in case Bidder itself is a TSA Manufacturer. Is it still necessary to buy TSA from these given OEM.	TSA procurement from Membrane OEM is NOT mandatory subject to meeting required performance requirement.
2	1	1.7.1	17 OF 143	Existing 11 kV RVPNL overhead line termination structure at DND-GPC	OIL needs to confirm that what will be the approx location of tapping point from RVPNL , who will lay cable from RVPNL tap in point to 11 kva transformer.	Existing overhead grid line for DND-GPC is running along the boundary wall. Transformer shall be installed in a suitable location near the boundary wall. All associated works including cable laying will be in EPC contractor's scope under this tender.
3	2	2.3	24 of 143	Electrical and Power Distribution	OIL needs to confirm that what will be the location of 11 KVA New transformer	Near Boundary wall of DND-GPC.
4	3	3.4	80 of 143	Flow metering at BL-IN	We understand that instead of using Coriolis Flowmeters alternatively Ultrasonic FM system can be used for mass flow measurement	Only Colioris Mass Flowmeters are allowed.

5	1	1.2	5 of 143	Design Basis - Power Recovery	OIL needs to confirm the approved vendor or Preferred make for Power Recovery Turbine (PRT)	Power Recovery Turbine is not a mandatory scope item per SOW Section 1.2. If provided as part of the OEM/EPC design, it shall be included in Price A. No preferred make is specified — selection subject to technical justification in PDP.
6	General	General		Approved vendor list	Oil needs to give the Apporved vendor list for all the major equipments.	Please be guided by page 241-249: Approved Vendor List (AVL)
7	General	General		Plot Plan	Bidder requestes OIL to provide plot plan as cocieved and its approximate size	The CCS facility plot area is approximately 6,000–8,000 sq.m (EPC Contractor to confirm in FEED). OIL's DND-GPC boundary is approximately 4.4 hectares. Plant location displayed in pre-bid meeting. Site visit by bidder is encouraged.
8	Membrane and Adsorbent Lifetime Guarantee Cross-Reference	SCC 6.4	101	Performance Guarantee PG-10 (lifetime ≥ 24 months) extends through the DLP and into the O&M period. If any module fails to meet the 24-month lifetime commitment, the Contractor shall replace it at no cost within sixty (60) days of failure notification.	OEM shall warrant the Membrane element life and Adsorbent life based on OEM standard warranty conditions. OEM shall not be liable for the removal and replacement of any adsorbent/Membrane element.	Please be guided by tender requirements. The EPC Contractor holds full and undivided responsibility for all performance guarantees regardless of the OEM employed.

9	Design Basis	1.2	128	Moisture in CO₂ stream (at OEM-BL-2, TSA inlet) OEM declared value (maximum guaranteed). Shall not exceed 600 ppm H₂O (v/v). TSA to reduce this to <4 ppm H₂O at C-201 inlet.	Water is the fastest permeating molecule across membrane. At lower feed CO₂ concentration, the absolute quantity of water permeating the membrane remains relatively unchanged, but the lower permeate gas flow will cause the water concentration (ppmv) in the CO₂-rich stream to increase. As a result, the H₂O concentration (ppmv) in the CO₂-rich permeate stream increases and may exceed 600 ppmv, despite maintaining the same water loading to the downstream TSA unit. OEM requests that the 600 ppmv H₂O specification be considered a design-point performance value, applicable at the nominal CO₂ injection rate of 1,424 kg/h (corresponding to 60% recovery from a 25 mol% feed CO₂ concentration), rather than a guaranteed value across the entire operating range. For reference, 60% recovery from a 20 mol% feed CO₂ concentration is equivalent to CO₂ injection rate of 1,140 kg/h	The TSA shall be sized for the worst-case moisture loading — which may occur at the minimum feed CO₂ condition — and must ensure <4 ppm H₂O at C-201 suction (PG-6) across all operating cases. The OEM shall declare the maximum H₂O in CO₂ permeate at OEM-BL-2 for the 15 mol% CO₂ feed case in the PDP; if this exceeds 600 ppmv, the TSA sizing shall be revised accordingly. The 600 ppmv is a maximum design ceiling for TSA sizing, not a guaranteed OEM output.
---	--------------	-----	-----	--	--	---

10	Discipline wise scope of work - introduction	2	147		Basic engineering, Detail design of the Membrane skid, Supply (Membrane housings, Membrane elements, Adsorbents) along with legal/commercial terms and conditions will be as per OEM standard.	Please be guided by the tender scope document. Membrane skid means the specialized process components - structurals, piping, valves, instruments, cables are general components.
11	Annexure Detailed Milestone Schedule OEM Process Design Package Coordination	SCC-A 2.1.2	149	OEM PDP integration commenced; OEM PDP approved -90 days EPC Contractor shall drive delivery of the OEM's Process Design Package (PDP) by Month 3 of the project.	Basic Engineering Design Package schedule will be 6 months from the date of KoM.	The M-3 milestone (90 days from LOA) requires OEM PDP approval — this is a binding SCC milestone. The Contractor and OEM shall plan accordingly. A phased PDP approach may be agreed with OIL at M-1 KOM (preliminary PDP at M-3; final at M-4 DRW), subject to OIL approval.
12	Process Engineering and OEM Membrane Integration	2.1	149	Heat and Material Balance (H&MB) for all operating cases: design, maximum CO ₂ , minimum CO ₂ , and turndown (50%)	OEM requests for: 1. Provision of the full feed compositions for the Minimum and Maximum CO ₂ cases, OR 2. Removal of the requirement to develop HMBs for the Minimum and Maximum CO ₂ cases	HMBs for specified cases are required as BDEP deliverables. The minimum and maximum CO ₂ case feed compositions will be agreed between OIL and the EPC Contractor/OEM during FEED, based on the governing ranges in Annexure SOW-FG and Section 1.2. Bidders shall price the BDEP effort accordingly.

13	OEM Process Design Package Coordination	2.1.2	149	The OEM shall declare in the PDP: refined mass balance, pressure profile, temperature profile, utility requirements, equipment list, skid dimensions and weight, inter-skid interface list, and the maximum guaranteed CO ₂ permeate moisture content at OEM-BL-2 (shall not exceed 600 ppm H ₂ O v/v).	Please clarify the expectation of the deliverable on Pressure profile, temperature profile. Also, Skid dimensions and weight, inter-skid interface list will be part of Detail engineering and not PDP.	The OEM PDP pressure and temperature profile means a schematic/tabular declaration of inlet/outlet P and T at each OEM battery limit nozzle and across key internal process stages — not full piping isometrics. Skid footprint dimensions and weight are required in the PDP for foundation design, civil loading calculations, and module transport planning; these are preliminary estimates to be confirmed in DE.
14	TSA Adsorber Vessels (V-301A and V-301B) In-Plant Process Piping (ASME B31.3)	2.7.3 2.6.1	174	Material: CS ASTM A516 Gr.70; high temperature alloy for regeneration gas nozzles; Process piping material selection: For CO ₂ service - AISI SS 304 or higher grade, with corrosion allowance per ASME B31.3 for austenitic stainless steel. Carbon steel piping (for natural gas mixture/ other process) shall have a minimum corrosion allowance of 1.5 mm. Material selection report to be submitted as part of BDEP.	OIL is requested to clarify the definition of CO ₂ service, as the specified materials of construction for CO ₂ -rich gas are inconsistent. Please also confirm whether the CO ₂ service designation applies to dry CO ₂ , wet CO ₂ , or both.	Wet conditions is envisaged during transient state for all CO ₂ wetted areas. CO ₂ rich gas piping material shall be AISI SS 304 or higher grade as specified in the tender.

15	Operation and Maintenance - Year 1	2.13	196	If membrane performance degrades below PG-1 (CO₂ purity) or PG-2 (CO₂ recovery) thresholds during Year 1, the OEM's warranty shall be invoked. The EPC Contractor shall manage the OEM warranty claim process on OIL's behalf at no additional cost. Membrane replacement under warranty is at the OEM's cost. If degradation is due to feed gas contamination outside the design envelope caused by OIL's upstream operations, the cost allocation shall be negotiated.	It is recommended to clarify that the 72-hours Performance Test Protocol constitutes final verification of performance guarantees. Thereafter, warranty coverage should be limited to defects attributable to the OEM, and not to performance variations during O&M which lie outside OEM control post unit acceptance via Performance Test Certificate (PTC). Claim for membrane performance degradation may arise from factors other than membrane element defects, including but not limited to pre-treatment system performance, adsorbent condition, filter maintenance, operating practices, instrumentation accuracy, and feed gas contamination. Therefore, the remedy shall not be limited solely to membrane replacement. The EPC Contractor and OEM shall identify and rectify the actual cause of the performance shortfall and restore compliance with PG-1 and PG-2.	Please be guided by tender requirements. The EPC Contractor holds full and undivided responsibility for all performance guarantees regardless of the OEM employed.
----	------------------------------------	------	-----	---	--	---

					Any dispute regarding the cause of degradation shall be resolved through a joint performance assessment based on operating data, feed gas analyses, pre-treatment unit performance records, and membrane integrity evaluations.	
16	Membrane Separation System — Performance Specification	3.1	199	The OEM's PDP shall document the complete technical basis including process simulation results, sensitivity analysis across the feed composition range (20 to 25 mol% CO ₂), and performance at 50% turndown.	In Section 1.2, Design Basis, the minimum CO ₂ content is specified as 15 mol%. OEM requests confirmation as to whether the requirement to perform a sensitivity analysis for a feed CO ₂ range of 20–25 mol% supersedes this minimum design basis requirement.	CO ₂ range of 15–25 mol% shall be considered.
17	Membrane Separation System — Performance Specification	3.1	199	CO ₂ permeate moisture at OEM-BL-2 (declared, max guaranteed) OEM declared; shall not exceed 600 ppm H ₂ O (v/v)	Water is the fastest permeating molecule across membrane. At lower feed CO ₂ concentration, the absolute quantity of water permeating the membrane remains relatively unchanged, but the lower permeate gas flow will cause the water concentration (ppmv) in the CO ₂ -rich stream to increase. As a result, the H ₂ O concentration (ppmv) in the CO ₂ -rich permeate stream increases and may exceed 600 ppmv, despite maintaining the same	The TSA shall be sized for the worst-case moisture loading — which may occur at the minimum feed CO ₂ condition — and must ensure <4 ppm H ₂ O at C-201 suction (PG-6) across all operating cases. The OEM shall declare the maximum H ₂ O in CO ₂ permeate at OEM-BL-2 for the 15 mol% CO ₂ feed case in the PDP; if this exceeds 600 ppmv, the TSA sizing shall be revised accordingly. The 600 ppmv is a maximum design ceiling for TSA sizing, not a guaranteed OEM output.

					water loading to the downstream TSA unit. OEM requests that the 600 ppmv H₂O specification be considered a design-point performance value, applicable at the nominal CO₂ injection rate of 1,424 kg/h (corresponding to 60% recovery from a 25 mol% feed CO₂ concentration), rather than a guaranteed value across the entire operating range. For reference, 60% recovery from a 20 mol% feed CO₂ concentration is equivalent to CO₂ injection rate of 1,140 kg/h	
18	Membrane Separation System — Performance Specification	3.1	199	CO₂ content in methane-rich residue (sales gas) Less than or equal to 5 mol%	OEM requests confirmation that the previously specified limit of 5 mol% CO₂ is no longer applicable and has been superseded by the requirement to achieve a minimum CO₂ recovery of 60%.	Confirmed. The CO₂ content in methane-rich residue (sales gas) is governed by PG-2 (minimum 60% CO₂ recovery). The PG-4 value shall be the OEM's declared CO₂ in residue corresponding to the PG-2 operating point.

19	OIL-Issued Reference Drawings	4.1	225	The following drawings are issued by OIL with this Tender Document for the EPC Contractor's reference and engineering basis.	Missing in tender. OIL requested to provide the same.	Drawings will be provided upon submission of dully filled, sealed & signed copy of Non-Disclosure Undertaking to OIL as per PROFORMA-NDU (Please refer 1.1.5 Intellectual Property & Confidentiality, page 127 of 422)
20	Equipment Data Sheets Issued for Bid	4.2	226	Equipment Data Sheets Issued for Bid	OEM will provide the Preliminary equipment datasheet for Feed gas compressor, CO2 Permeate booster, CO2 injection compressor, coalescing filter. Rest of the equipment/instrument datasheet to be prepared by EPC	Minimum requirements from OEM is specified in the tender scope document. OIL has no role in spilt of responsibilities between OEM and bidder.
21	Drawings to be Developed by EPC Contractor	4.3	227 231	5. Process Simulation Files (HYSYS / UNISIM) - BDEP P-05- Process Simulation Files (HYSYS/UNISIM) — with all cases	OEM will not share the process simulation files for Membrane design as it contains proprietary information.	Membrane design simulation files are not mandated. Overall process simulation for various cases shall be submitted.

22	Annexure SOW-FG Feed Gas Composition	-	266	Note: For the design case, the above table shall be considered. However, during design it shall be considered that CO2 percentage may vary from 15% to 25%. Nitrogen content may rise to 35%. Break-up table for minimum and maximum gas compositions is not available.	As Section 2.1.1 requires HMBs for the Design, Minimum CO2, Maximum CO2, and 50% Turndown cases, preparation of HMBs for the Minimum and Maximum CO2 cases is not feasible without complete feed definitions. OEM requests for: 1. Provision of the full feed compositions for the Minimum and Maximum CO2 cases, OR 2. Removal of the requirement to develop HMBs for the Minimum and Maximum CO2 cases	HMBs for specified cases are required as BDEP deliverables. The minimum and maximum CO ₂ case feed compositions will be agreed between OIL and the EPC Contractor/OEM during FEED, based on the governing ranges in Annexure SOW-FG and Section 1.2. Bidders shall price the BDEP effort accordingly.
----	---	---	-----	---	---	--

S.No	Clause Ref	Clause No./Page No.	Query	OIL response
1	Notes to above BEC Clauses:	Clause 3.2.1(f)	In this tender, three approved Membrane Technology OEMs/Principals have been identified. We understand that: 1. An EPC bidder can participate by associating with only one of the approved Membrane Technology OEMs/Principals. Kindly confirm whether the above understanding is correct	Bidder's understanding is correct.
2	Notes to above BEC Clauses:	Clause 3.2.1(f)	In this tender, three approved Membrane Technology OEMs/Principals have been identified. We understand that: each Membrane Technology OEM/Principal can extend its technical support/authorization to only one EPC bidder against this tender and cannot support multiple EPC bidders. Kindly confirm whether the above understanding is correct	OEM technical authorisation for multiple bidders is permitted. However, OEM prices and technical packages offered to different bidders shall be independent — OIL is not bound to investigate price consistency between bids backed by the same OEM.
3	SOW Sec.1.7.1, BL-R1/BL-R2	Page 18	Please confirm the definitive residue gas battery limit/routing configuration to be priced, or confirm that Bidders may price the OEM's proposed configuration and clarify how OIL will evaluate bids that select different configurations on a like-for-like basis.	Please be guided by the process description and battery limits in the tender. EPC contractor shall install valve manifold near existing natural gas header to take in CO ₂ rich gas to the gas sweetening facility and return CO ₂ lean residue gas after processing. OIL will evaluate bids on the basis of total evaluated Price A + C-H. Residue routing configuration within the OEM's skid boundary is at the OEM's/EPC Contractor's design discretion. All routing options shall result in CO ₂ -lean gas meeting the sales gas quality requirements at the GAIL custody metering header — this is the acceptance criterion regardless of configuration.

4	SOW Sec.1.9.1 (OFE-2), Sec.2.5.5.2	Page 22, 43	Please confirm what recourse (EOT and/or cost compensation without treating it as Contractor default) is available if OIL's Well Package or CO2 pipeline contractor's schedule slips and delays the Contractor's OFC laying, well tie-in, or Performance Test, given the Contractor bears LD exposure under SCC-5.1/5.3 tied to the overall Contractual Completion Date.	There is no cost compensation clause. LD, as a principle, is not imposed for the part which is not attributable to the contractor.
5	SOW Sec.1.8 vs SCC-5.5	Page ~21 (SOW), Page 7 of 22 (SCC)	Please clarify and confirm the correct/governing time window (3 months or 6 months) for completing up to three Performance Test attempts, and confirm this will be corrected via corrigendum so all Bidders price on a consistent basis.	The time window is 6 months. Amendment issued.
6	SCC-5.2(a)	Page 6 of 22	Please confirm whether OIL will consider a graduated/sliding-scale penalty (proportional to the extent of shortfall) rather than a flat 10% penalty across the full 85-90% v/v band, given the Contractor's exposure is materially the same for a marginal 89.9% result as for an 85.1% result.	No change. Referred Performance Guaranteed requirement is Greater than or equal to 90% v/v. The 10% penalty applies only within the 85-90% v/v band. Below 85%, the facility is not accepted. The flat structure is intentional — it reflects the commercial harm to OIL's sequestration commitments from any shortfall, regardless of extent within that band.
7	SOW Sec.3.3, Motor rating table	Page 79	Please confirm this 160 kW cap is achievable within the process design envelope for all four reciprocating compressors at rated/turndown duty, or confirm the basis on which OIL will consider a deviation request if compressor driver sizing calculated during BDEP exceeds 160 kW.	160 kW limit is as per OISD guidelines. No. of units may be increased to keep the motor rating within the specified limit.
8	SCC-5.1 and SCC-5.3	Page 6-7 of 22	Please confirm that SCC-5.3 (mobilisation LD) and SCC-5.1 (completion LD) do not stack for the same underlying delay event, and that the aggregate LD exposure across both clauses combined is capped at 7.5% of the Total EPC Contract Value.	Maximum LD shall be 7.5% of total contract value (excluding GST) as specified in GCC & SCC.

9	SCC-4A.4, SCC-4A.8, SCC-4.1	Page 5-6 of 22	Please confirm the maximum cumulative cash/security exposure (PBG + retention + structural withhold) the Contractor should plan for at any point in the project, and confirm whether the 5% structural withhold under SCC-4A.8 is additional to, or drawn from within, the 5% retention under SCC-4A.4.	Please refer various performance requirements, penalties and LD. Structural withhold (SCC-4A.8) is addition to 5% retention. Maximum cumulative security at PTC: PBG (10%) + Retention (~5%) + Structural Withhold (up to 5%) = up to 20% of total EPC contract value. Pre-delivery ABGs are specific to each pre-delivery tranche and separate from the above 20%.
10	SCC-6.1	Page 7-8 of 22	Please confirm the overall liability cap (if any) applicable to the Contractor's aggregate liability under the DLP and warranty provisions taken together, and confirm whether OIL will consider reinstating a standard liability cap (e.g., a percentage of contract value) consistent with industry-standard EPC risk allocation.	Please refer SCC-15.2.
11	ITB Cl.5.11(i) Firm Price	Page 13-14 of 24	Given global commodity price volatility over a 24-month-plus execution horizon and long lead times for compressors/electricals, please confirm whether OIL will consider an index-linked price variation clause for major raw materials (steel, copper, aluminium) similar to other large PSU EPC tenders, to avoid Bidders loading excessive contingency into the firm price.	Index-linked price variation is not applicable.
12	Price Bid Format (Proforma-B) / Element A-B split	Page 59 (SOW ref)	Please confirm whether a detailed item-wise, size-wise BOQ/unit-rate schedule for Element A will be issued (or is to be developed by the Bidder) as part of Proforma-B, and share the format to ensure consistent, comparable bid pricing across all Bidders.	Please refer price schedule and unit of respective items.
13	SCC-7.1 Variations and Change Orders	Page 8-9 of 22	Please confirm whether OIL will reconsider reinstating a cumulative-VO renegotiation trigger (even at a higher threshold, e.g. 20-25% of contract value) given the first-of-its-kind nature of this CCS facility, where design	No such provision in the tender. The first-of-its-kind nature of this project has been addressed through the comprehensive FEED and HAZOP milestones built into the contract schedule (M-2 FEED Freeze, M-4

			evolution through FEED/HAZOP is more likely than on a repeat/standard project.	HAZOP). These are specifically designed to identify and resolve design uncertainties before construction commitment.
14	SOW Sec.2.13.5, K-1 Facility Availability KPI	Page 74-75	Please define the formula for Price H (O&M) payment reduction if quarterly availability falls below the 92% target, cross-referenced to the specific SCC clause governing this KPI-linked adjustment.	Section 2.13.5 establishes a quarterly KPI measurement and reporting framework for O&M Year 1. The KPIs K-1 through K-5 are monitoring and performance-tracking tools. There is no separate payment reduction formula linked to KPI performance under this contract — the Price H lump sum is payable Monthly subject to satisfactory O&M performance as determined by OIL's Engineer-in-Charge. OIL's remedy for persistent KPI underperformance is through the contract's general default and termination provisions (GCC Clause 42) and the DLP warranty obligations (SCC Part VI), not through a separate KPI deduction formula. No change to tender documents.
15	O&M Contract Extension — ITB xvii / SOW 2.12	Page 3 of 9 (ITB); Page 25	Please confirm whether the O&M extension year (Year 2) will be priced at the same Price H rate quoted in the original bid, subject to an agreed escalation index, or subject to fresh negotiation	Not finalized at the pilot project implementation stage.
16	Royalty/Patents Cl.22.0 (GCC)	Referenced ~Page 23 of 39	Please confirm that, since the choice of membrane technology (from OIL's pre-approved OEM list) is effectively directed by the tender itself, any patent/IP infringement claim relating to the core membrane separation technology would fall to OIL/OEM rather than being an indemnity exposure for the EPC Contractor.	OIL's approved OEM framework does not constitute a direction to use specific patented technology — the EPC Contractor retains the right to select from the approved OEM list. Any patent risk relating to the core membrane technology resides with the OEM under their standard technology license agreement. Refer SOW Section 1.1.5 — trade secrets and IP of OEMs are excluded from the Contractor's indemnity obligations.

S.No	Clause Ref/No.	Page No.	Query	OIL response
1	NOTICE INVITING TENDER, Clause 2. XVIII. Verification of Documents	PAGE 4 of 422	The Bidder requests that the requirement for third-party verification of documents be waived for all bidders. Instead, this requirement may be made applicable only to the successful (L1) bidder, who can be required to submit the duly authenticated documents within one week from the date of bid opening. At the bidding stage, the Client may obtain an undertaking from all bidders confirming their willingness to comply with this requirement if awarded the contract. This approach will significantly reduce the documentation burden on bidders during the limited bid preparation period.	No change. Please be guided by the tender requirements.
2	BID EVALUATION CRITERIA (BEC), 3.0 TECHNICAL EVALUATION CRITERIA:	PAGE 29 of 422	Bidder request to accept the qualifying references during last 12 (Twelve) years instead of last 07 (seven) years reckoned from the Original Bid Closing Date.	No change. Please be guided by the tender requirements.
3	3.0 TECHNICAL EVALUATION CRITERIA:Note a) to above BEC Clauses:	PAGE 30 of 422	Bidder request to allow under execution Jobs, whose Mechanical completion is not happened, however the contract value/quantity executed prior to original bid closing date is more than the minimum prescribed value.	No change. Please be guided by the tender requirements.
4	3.0 TECHNICAL EVALUATION CRITERIA:Note f) to above BEC Clauses:	PAGE 31 of 422	Bidder request to consider allowing Indian subsidiaries to qualify the Technical Experience criteria based on the proven references of their parent foreign company. Without which bidder wont be able to qualify for this Tender.	No change. Please be guided by the tender requirements.
5	SCHEDULE OF RATES / PRICE, Clause 4.	PAGE 116 of 422	Should the "Total evaluated price for EPC works" also includes "O&M Year 1 price".?	Bidder's understanding is correct.

6	SCOPE OF WORK, 1.1.5 Intellectual Property & Confidentiality	PAGE 125 of 422	As per the subject clause, "EPC bidders are required to sign the confidentiality agreement with OIL for the purpose of obtaining drawings under the tender and providing the techno-commercial bids to OIL". However bidder is not able to locate the confidentiality agreement format within the Tender.	NDA Format issued as Addendum.
7	SCOPE OF WORK, 1.4 Approved Membrane OEM Framework	PAGE 132 of 422	Bidders request client to provide the Membrane OEM contact information for collaboration.	Shall be provided against email request.
8	2.8.5 Water for construction:	PAGE 177 of 422	Construction power and water needs to be arranged by Bidder only. Please confirm.	Bidder's understanding is correct.
9	2.9 Fire Protection System	PAGE 179 of 422	Bidder Understands that, Element-A activities shall not be included in EPC Lump Sum (included in Price A).	Bidder's understanding is correct. Fire water network upgradation of existing facility (Element A) is separate item and excluded from Price A.
10	3.6 Civil and Structural — Technical Specification; Boundary wall & Internal roads and hardstanding	PAGE 205 of 422	Bidder Understands that, Indicative values given in the Tender needs to be quoted as a part of EPC scope, "PRICE A — EPC Lump Sum".	Under Civil works - Price E and Price F are excluded from Price A
11	1.1.5 Intellectual Property & Confidentiality	PAGE 127 of 422	The clause includes the statement, "EPC bidders are required to sign the confidentiality agreement with OIL for the purpose of obtaining drawings under the tender and providing the techno-commercial bids to OIL". Bidder could not find the confidentiality agreement format within the Tender.	NDA Format issued as Addendum.

ANNEXURE-AA						
Bidder-4						
S.No	Section	Clause Ref/No.	Page No.	Clause	Query	OIL response
1	SOW Vol-II (S1) / BEC / Price Sch. (Checklist)	1.2 / 1.7.2 / PG-1,2	5, 17	Design basis fixes feed-gas CO ₂ at 15–25 mol% (nominal 23). However the OEM-BL-1 table (Cl.1.7.2) and Technical Spec Sec-3 state feed CO ₂ = 20–25 mol%.	The guaranteed feed-CO ₂ envelope is inconsistent across documents. Please confirm the single binding CO ₂ design range for the membrane/OEM performance guarantees, and specifically whether PG-1 (≥90% purity) and PG-2 (≥60% recovery) must be demonstrated at the 15 mol% CO ₂ case, or whether 20 mol% is the guaranteed lower bound.	Please refer amendments. The single binding design range for feed gas CO ₂ content is that stated in SOW Section 1.2 (Design Basis). The 72-hour Performance Test shall be conducted at whatever feed composition exists at the DND-GPC header at the time of the test, as verified by gas chromatograph, provided that composition is within the Section 1.2 design range (i.e., CO ₂ between 15 and 25 mol%).
2	SOW Vol-II (S1) / SCC (Part V)	1.8.2 / SCC-5.5	21-Jun	SOW 1.8.2 states 'up to two repeat tests within 30 days' and, in the same section, 'a maximum of three test attempts within three months'. SCC-5.5 states 'a maximum of three attempts within six months'.	Three differing statements govern the number of permitted Performance-Test attempts and the window (30 days / 3 months / 6 months). Please harmonise and confirm the single governing provision.	Please refer amendment. The single governing provision is SCC-5.5: maximum three attempts within six months of the first test attempt. The SOW 1.8.2 reference to '30 days' and '3 months' is superseded by Addendum Amendment.

3	SOW Vol-II (S2 / S1)	2.11 / 1.8.2	25 / 20	Sec-2.11 lists the performance test as '72-hour continuous + 24-hour turndown'; Sec-1.8.2 defines only a 72-hour test.	Please confirm whether a separate 24-hour turndown Performance Test is a contractual acceptance requirement in addition to the 72-hour test. If yes, list the performance guarantees to be demonstrated at 50% turndown and their acceptance criteria.	The Performance Test is a single 72-hour continuous run. Turndown (50% design flow) is not a separate acceptance test event — it is a design basis requirement that must be demonstrated at the 72-hour Performance Test run conditions.
4	SOW Vol-II (S1)	1.2 / PG-1, PG-2	5, 20	Design basis requires all guaranteed parameters to be met across CO ₂ 15–25 / N ₂ 30–40 mol% and down to 50% turndown ('most onerous condition within the range').	Please define the single 'Guarantee Case' (CO ₂ %, N ₂ %, flow, P, T) at which the 72-hour test PGs are assessed, and confirm bidders are not required to simultaneously guarantee PG-1/PG-2 at the most-onerous combination (15% CO ₂ + 40% N ₂ + 50% turndown) during the test.	Bidders are not required to simultaneously guarantee PG-1/PG-2 at the theoretical worst-case combination of 15% CO ₂ + 40% N ₂ + 50% turndown during the test — the test will be conducted at actual prevailing feed conditions within the design envelope. However, the membrane must be designed with sufficient area to meet PG-1 and PG-2 at the 15 mol% CO ₂ case (worst-case membrane selectivity condition) at design flow — this is the governing design case for sizing.

5	SOW Vol-II (S1) / Price Sch.	1.2 / PG-9	6, 20	Max motor rating 160 kW/motor and max facility power < 700 kW are contractual guarantees; permeate exits at 3–8 KSC and injection is ≥150 KSC (very high compression ratio, plus feed-boost & TSA regeneration).	Please confirm that (a) multiple parallel / multi-stage compressor trains within the 160 kW/motor limit are acceptable; (b) OIL's acceptance basis if the OEM-optimised total power marginally exceeds 700 kW; and (c) whether the < 700 kW cap is on maximum grid demand or on total connected load.	Individual motor rating limit is 160 kW. 700 kW cap is on maximum grid demand from the new plant.
6	SOW Vol-II (S1)	PG-4	20	PG-4 (CO ₂ in methane-rich residue / sales gas) is listed as a guarantee, but the guaranteed value is stated only as 'OEM declared value mol%'. 	As no fixed value is given, please state the pass/fail acceptance basis for PG-4, and confirm the maximum CO ₂ (or minimum GCV / Wobbe) limit, if any, that the blended residue stream must respect at the GAIL custody-metering header.	PG-4 is met when the CO ₂ content in the methane-rich residue stream, at the battery limit with the sales gas header, is ≤ the OEM's PDP-declared value. The declared value shall be stated in the OEM PDP at M-3 and confirmed at HAZOP.
7	SOW Vol-II (S1)	1.6.4 / 1.7.1 / EX-4	15, 17, 22	EX-4 and the battery-limit notes state the 9 km CO ₂ pipeline is executed by OIL's own team. Yet Sec-1.6.4 lists ASME B31.4 / API 1104 / NACE SP0169-SP0572 (ICCP + deep groundbed) under EPC standards, and Key Personnel require a Lead Pipeline Engineer (B31.4).	Please clarify the EPC Contractor's pipeline scope. Confirm whether the EPC Contractor carries any responsibility for the 9 km CO ₂ pipeline design, cathodic protection, or welding, or whether EPC scope is limited to the BL-CO ₂ -OUT connection spool and isolation MOV only.	Pipeline construction is excluded from the EPC scope. Reference of standard has been incorporated as a general reference.

8	SOW Vol-II (S1)	1.7.1 (BL-W1) / OFE-2, EX-1	17-18, 22	At BL-W1 (Bagitibba, ~9 km away) the injection manifold, Coriolis meter FT-401 and OFC termination panel are in EPC scope, while well BB-1 and the CO ₂ pipeline are OIL's separate packages.	Please provide the interface schedule for the BL-W1 works — OIL's Well-Package readiness date for BB-1, pipeline entry-flange availability, access arrangements to Bagitibba, and whether civil foundations for the injection manifold at BB-1 are in EPC scope — so this remote scope can be planned and priced.	Pipeline entry & exit companion flange will be in EPC contractors scope. Minor civil foundation work involvement may arise in Bagitibba and will be known during detail engineering phase. Well package completion will be synchronized with surface facilities.
9	SOW Vol-II (S2 / S1)	2.4 / 1.6.4	24 / 14-16	Sec-2.4 'Provision for Alternate Power / BESS and Integration — infrastructure provision for future'; codes list solar-PV standards IEC 61215/61730/62109; but the power design basis is grid + DG only and there is no PV/BESS price line.	Please clarify the scope and pricing of Section 2.4. Confirm whether EPC scope includes only passive provision (space, spare feeders, cable routes, civil) for a future solar-PV/BESS, or actual supply and installation, and under which Price Schedule such cost is to be captured.	Section 2.4 covers provision for future alternative power/BESS integration only — cable routes, conduit, E-House interface provisions, and the Solar Interface Drawing as a FEED deliverable. No solar PV generation plant, panels, inverters, or BESS equipment is included in this tender. These provisions are included in Price A as part of the E-House scope.
10	SOW Vol-II (S1) / Price Sch.	1.7.1 (BL-E1) / Sch-C	17-Mar	Existing transformer 125 kVA is to be replaced by new T-001 (1,000 kVA); LV Feeder-2 re-terminates the existing DND-GPC LV distribution onto the new T-001.	Please provide the connected load / maximum demand of the existing DND-GPC LV network (to be carried on Feeder-2), the 11 kV system fault level (for VCB panel rating), and confirm 1,000 kVA is the intended T-001 rating for the combined CCS (< 700 kW) plus existing DND-GPC load.	The T-001 rating of 1,000 kVA has been determined by OIL to be adequate for the combined CCS facility load (<700 kW) plus the existing DND-GPC LV network. Bidders shall accept 1,000 kVA as the specified transformer rating. Detailed load flow and short-circuit analysis shall be performed in BDEP.

11	SOW Vol-II (S1) / Price Sch.	1.2 / A-6	06-Jun	Design basis states no instrument air at DND-GPC and 'electro-hydraulic or electric' actuation; checklist A-6 requires self-contained EHF actuators, 'no external HPU anywhere'.	Please confirm whether self-contained electro-hydraulic (EHF) actuators are mandatory for all actuated / ESD valves, or whether electric actuators are acceptable throughout; and confirm no instrument / plant air will be provided for analyser purge, valve actuation, or other utility needs.	All control valves throughout the CCS facility shall be electro-hydraulically (E/H) actuated as specified in the tender scope. MOVs are allowed for other types of valves.
12	SOW Vol-II (S1) / Annexure SOW-FG	1.2	6	Design basis references the 'Feed Gas Composition Table ... enclosed as Annexure SOW-FG'.	Annexure SOW-FG (detailed feed-gas composition) does not appear in the issued documents. Please issue the complete feed-gas analysis (all components C1-C6+, N ₂ , CO ₂ , trace sulphur, water, GCV) required for membrane, TSA and compressor design.	Please refer Page 266 of 422
13	SCC (Part XVI) / SOW Vol-II (S2)	SCC-16.6 / 2.8	13 / 24	SCC-16.6 refers to a 'Geotechnical Investigation Report provided in the Tender Document'; SOW 2.8 states the geotechnical investigation is 'entirely EPC Contractor scope'.	Please confirm whether OIL will furnish any Geotechnical Investigation Report / borelogs for DND-GPC, or whether all geotechnical work is EPC scope. If EPC scope, confirm site access for early / pre-award geotech and provide the intended plot area.	No Geotechnical Investigation Report is provided with tender document. It is under EPC contractor's scope.

14	SCC (Part XVI) / SOW Vol-II (S4)	SCC-16.5 / Sec-4.1	13 / —	The document-precedence clause references 'Indicative Drawings (SLD, PFD, P&ID referenced in SOW Section 4.1)'; SOW Section 4 (Drawings & Data Sheets) is referenced throughout.	Please issue SOW Section 4 (indicative SLD / PFD / P&ID / plot plan and data sheets) and the existing DND-GPC layout / tie-in GA drawings. If these are not to be issued, please confirm bidders shall design solely on the stated design basis without drawings.	Design will be based on OEM. Please be guided by the Scope of Work document. Some Drawings will be provided upon submission of dully filled, sealed & signed copy of Non-Disclosure Undertaking to OIL as per PROFORMA-NDU (Please refer 1.1.5 Intellectual Property & Confidentiality, page 127 of 422)
15	SOW Vol-II (S1)	1.1.4	4	The technical basis is stated to be established in Pre-feasibility Document OIL-CCS-CP-001 Rev.1 (May 2026) — 'OIL's internal confidential document' (not shared).	Please confirm that all design-relevant data from OIL-CCS-CP-001 needed for bidding (e.g., BB-1 reservoir / injection pressure & injectivity, permeate-pressure and recovery assumptions) will be furnished to bidders separately, since the document itself is withheld.	Only relevant data from the referred document shall be furnished to the EPC contractor after awarding.
16	SOW Vol-II (S1)	OFE-4	22	OFE-4: OIL's existing Yokogawa SCADA at the MCS building; OIL to provide marshalling terminal points and a Yokogawa engineer for the CCS PLC/SCADA integration.	Please provide the Yokogawa system model / version, available spare I/O, and the expected integration interface / protocol (hardwired / Modbus / OPC), and confirm OIL bears any Yokogawa licence / engineering charges for the SCADA integration.	Will be worked out during engineering phase. Please refer Clause 2.5.4.3 - OIL shall arrange Yokogawa engineer on site.

17	SOW Vol-II (S1)	1.2 / Note 5 / PG-6	6, 19, 20	OEM-declared permeate moisture ≤600 ppm is the TSA design inlet; TSA to achieve < 4 ppm; PG-6 is measured 'at C-201 suction or alternate position as per design'.	Please confirm the fixed PG-6 measurement location for acceptance, and confirm that any OEM-declared permeate moisture ≤600 ppm is within the bid design basis at no cost / time impact (i.e., a design-basis review applies only above 600 ppm).	Please refer 1.7.2 - Process sequencing of TSA units may be altered by OEM as per design requirement.
18	SOW Vol-II (S1)	1.2 (Power Recovery)	6	Design basis: 'Power Recovery Turbine to be incorporated in the design where technical opportunity arises ...'.	Please confirm whether the Power Recovery Turbine is a mandatory scope item or optional (to be provided only where technically / economically justified), and how it is treated in evaluation given the lump-sum basis and the < 700 kW power cap.	Not mandatory. If provided, it will be part of EPC Price-A.
19	SOW Vol-II (S1)	1.7.2 Notes 1 & 2	18–19	C-101 feed-boost need and C-102A/B sizing depend on OEM-declared inlet / permeate pressures available only in the post-award PDP; bidders are to use indicative ranges (up to 53 KSC; 3–8 KSC) at bid stage.	Please confirm bidders may price compression on the stated indicative ranges and that any change arising from PDP-confirmed conditions within those ranges will not constitute a Change Order (consistent with single-point responsibility); alternatively, request OIL to fix a bid-basis permeate / inlet pressure.	Bidder to consult with membrane OEMs for design. Please refer clause 1.4.

20	SOW Vol-II (S1)	1.3 (Modular / ODC)	7	Modules are to be road-transported on NH-27 (~620 km); an ODC survey by the EPC Contractor is due within 60 days of LOA.	Please share any OIL-known ODC / route constraints (bridges, RoBs, height / width / weight limits) on NH-27 to DND-GPC, and confirm OIL support for statutory transport / road permits where required.	Site visit is encouraged.
21	NIT / BEC / Price Sch. (OIL-CCS-PAY-001)	NIT-(ix) / BEC-5.13 / PAY-001	2 / 13 / 1	NIT and BEC-5.13 state bid validity 120 days from bid opening; the Price Bid Schedule (OIL-CCS-PAY-001 Rev_1) states 'Bid Validity 180 days from submission'.	Please confirm the governing bid-validity period. If 180 days is intended, confirm the EMD validity (currently 165 days, i.e., up to 05.02.2027) will be correspondingly extended so that it exceeds the bid validity.	EMD validity to be submitted as specified in NIT.
22	SCC (Part IV-A)	SCC-4A.1 to 4A.8	4–6	Payment is quarterly in arrears on an S-curve; any pre-delivery payment requires a 100% ABG; 5% retention accrues without cap; an additional 5% M-9/M-10 structural withhold applies; 10% PBG; no mobilisation advance.	For a 24-month LSTK with major long-lead OEM / compressor equipment, please reconsider the cumulative cash-flow impact — specifically (a) allow despatch / FAT-stage payment against ABG independent of the quarterly-arrears cycle; (b) cap total retention at 5%; and (c) confirm ABG establishment / holding costs are deemed included in the lump sum or reimbursable.	Please be guided by tender conditions. No change.

23	SCC (Part IV / IV-A)	4.1 / 4A.3 / 4A.4 / 4A.8	3-6	Concurrent securities: PBG 10% + retention 5% (uncapped) + M-9/M-10 withhold 5% + pre-delivery ABGs (up to 100% of pre-delivery value).	Please confirm the intended maximum simultaneous security exposure, and confirm the post-50% Retention-Money BG and the pre-delivery ABGs may be issued under the bidder's existing banking limits without double-counting.	Please refer various performance requirements, penalties and LD. No change to tender requirements.
24	SCC (Part V)	SCC-5.1 / SCC-5.2	6	Delay LD up to 7.5% of EPC value; PG-1 purity penalty 10% of total contract value; aggregate liability cap 100% (with carve-outs).	Please confirm (a) delay LD (max 7.5%) is OIL's sole monetary remedy for delay and PG-1 penalty (10%) the sole remedy for a purity shortfall within band; and (b) how these interact with the 100% aggregate-liability cap and its carve-outs.	Please refer various performance requirements, penalties and LD.
25	SCC (Part V)	SCC-5.2 (a)	6	The PG-1 CO ₂ -purity penalty is set at 10% of total contract value (excluding GST).	Request that the PG-1 penalty base be the value of the CO ₂ -capture / membrane process package (Schedule A process scope) rather than the total contract value — which includes unrelated civil, roads, boundary wall, OFC and O&M — so the penalty is proportionate to the affected scope.	Please be guided by tender conditions. No change.

26	Price Sch. / SCC (Part VI)	Price-H / SCC-6.3	5 / 7-8	Schedule H (O&M Year-1) excludes DG diesel and grid electricity (OIL cost) and capital spares ≥₹5 lakh/unit due to major failure (post-DLP per SCC-6.3).	Please confirm OIL bears DG diesel and RVPNL grid electricity during commissioning / PGTR as well as O&M Year-1; and confirm the ≥₹5 lakh capital-spare cost-sharing is strictly post-DLP (during the DLP all spares are in the Contractor's account per Schedule H / SCC-6.3(a)).	Clause is self explanatory. Grid bill will be in OIL's scope. HSD for DG Set during construction phase till plant commissioning readiness will be in Contractor's scope. Commissioning run onwards, HSD shall be in OIL's scope.
27	SCC (Part IV-A) / Price Sch.	4A.1, 4A.7 / PAY-001 Note 5	4/2	SCC prevails over OIL-CCS-PAY-001; Annexure SCC-IVA-1 prevails over the Contractor's BBU; Price Schedule Note 5 states 'individual Schedule figures prevail over the Cover Sheet'.	Please confirm the overall precedence for billing / payment (SCC → Annexure SCC-IVA-1 → BBU → OIL-CCS-PAY-001) to remove ambiguity between the price schedule and the payment annexure.	No change to tender documents is required. Bidders may refer to SCC-4A.1, SCC-4A.7, and SCC-16.5.
28	Price Sch. (Instructions)	Instruction 4	2	For measured schedules D / E / F / G: quote unit rate only; quantities are indicative; payment on actual certified quantities.	Please confirm there is no upper / lower variation limit on measured-schedule quantities and that quoted unit rates hold for actual quantities; and confirm the measurement methodology and indicative quantity ranges (e.g., boundary wall ~600 RM, internal roads ~4,000 sq.m) for pricing.	There are no upper or lower variation limits on Schedules D, E, F, G quantities. Quoted unit rates shall hold for all actual certified quantities regardless of extent of variation. Measurement methodology: Schedule D — Inch-Metre (pipe diameter in inches × length in metres, certified by OIL's Engineer-in-Charge); Schedule E — Running Metre of boundary wall as-built; Schedule F — square metres of finished road/hardstanding surface; Schedule G — metre of OFC laid and commissioned.

29	SCC (Part VIII)	Part VIII — Insurance	9–10	PI ₹5 Cr/claim to be maintained 3 years beyond DLP; CAR/EAR excess ≤₹25 lakh; TPL ₹5 Cr per occurrence, 'unlimited in aggregate'.	Please confirm PI maintained 3 years beyond DLP and all listed covers are within the lump sum; and confirm the 'unlimited aggregate' TPL may be read as a reasonable aggregate (e.g., 2× per-occurrence), as unlimited-aggregate cover is not market-standard / insurable.	OIL will consider aggregate TPL cover of minimum 3× per-occurrence limit (i.e., INR 15 Crore aggregate) as commercially equivalent to 'unlimited aggregate' for the purposes of satisfying this requirement, subject to insurer confirmation. Bidders shall include proof of insurability at this level with their technical bid. Confirm with your insurance broker at bid stage.
30	BEC (Sec-II)	11	22	A project-specific bank account must be opened with a deposit = 10% of the annualised contract value within 15 days of LOA; minimum balance 5% after the first OIL payment.	Please confirm the 10% deposit is a blocked balance adjustable / refundable against project payments (not an additional non-recoverable cost), and clarify its interaction with the PBG and retention already held.	The project-specific bank account deposit is a refundable/adjustable working capital balance — it is not an additional non-recoverable cost. OIL payments into this account count towards contract progress payments. The balance is adjustable against OIL's running invoices. It is separate from PBG and retention — it does not reduce or offset either.

ANNEXURE-AA						
Bidder-5						
S.No	Section	Clause Ref/No.	Page No.	Clause	Query	OIL response
1	Membrane and Adsorbent Lifetime Guarantee Cross-Reference	SCC 6.4	101	Performance Guarantee PG-10 (lifetime >=24 months) extends through the DLP and into the O&M period. If any module fails to meet the 24-month lifetime commitment, the Contractor shall replace it at no cost within sixty (60) days of failure notification.	OEM shall warrant the Membrane element life and Adsorbent life based on OEM standard warranty conditions. OEM/EPC Contractor shall not be liable for the removal and replacement of any adsorbent/Membrane element.	Please be guided by tender requirements. The EPC Contractor holds full and undivided responsibility for all performance guarantees regardless of the OEM employed.
2	Design Basis	1.2	128	Moisture in CO ₂ stream (at OEM-BL-2, TSA inlet) OEM declared value (maximum guaranteed). Shall not exceed 600 ppm H ₂ O (v/v). TSA to reduce this to <4 ppm H ₂ O at C-201 inlet.	Water is the fastest permeating molecule across membrane. At lower feed CO ₂ concentration, the absolute quantity of water permeating the membrane remains relatively unchanged, but the lower permeate gas flow will cause the water concentration (ppmv) in the CO ₂ -rich stream to increase. As a result, the H ₂ O concentration (ppmv) in the CO ₂ -rich permeate stream increases and may exceed 600 ppmv, despite maintaining the same water loading to the downstream TSA unit.	The TSA shall be sized for the worst-case moisture loading — which may occur at the minimum feed CO ₂ condition — and must ensure <4 ppm H ₂ O at C-201 suction (PG-6) across all operating cases. The OEM shall declare the maximum H ₂ O in CO ₂ permeate at OEM-BL-2 for the 15 mol% CO ₂ feed case in the PDP; if this exceeds 600 ppmv, the TSA sizing shall be revised accordingly. The 600 ppmv is a maximum design ceiling for TSA sizing, not a guaranteed OEM output.

					OEM/EPC Contractor requests that the 600 ppmv H₂O specification be considered a design-point performance value, applicable at the nominal CO₂ injection rate of 1,424 kg/h (corresponding to 60% recovery from a 25 mol% feed CO₂ concentration), rather than a guaranteed value across the entire operating range. For reference, 60% recovery from a 20 mol% feed CO₂ concentration is equivalent to CO₂ injection rate of 1,140 kg/h	
3	Discipline wise scope of work - introduction	2	147	OEM Scope of supply	Basic engineering, Detail design of the Membrane skid, Supply (Membrane housings, Membrane elements, Adsorbents) along with legal/commercial terms and conditions will be as per OEM/EPC Contractor standard.	Please be guided by the tender scope document. Membrane skid means the specialized process components - structurals, piping, valves, instruments, cables are general components.
4	Annexure Detailed Milestone Schedule OEM Process Design Package Coordination	SCC-A 2.1.2	149	OEM PDP integration commenced; OEM PDP approved - 90 days EPC Contractor shall drive delivery of the OEM's Process Design Package (PDP) by Month 3 of the project.	Basic Engineering Design Package schedule will be 6 months from the date of KoM . To meet the Overall project schedule, OIL should provide the list of critical documents and their expected schedule.	The M-3 milestone (90 days from LOA) requires OEM PDP approval — this is a binding SCC milestone. The Contractor and OEM shall plan accordingly. A phased PDP approach may be agreed with OIL at M-1 KOM (preliminary PDP at M-3; final at M-4 DRW), subject to OIL approval.

5	Process Engineering and OEM Membrane Integration	2.1	149	Heat and Material Balance (H&MB) for all operating cases: design, maximum CO ₂ , minimum CO ₂ , and turndown (50%)	OEM/EPC Contractor requests for: 1. Provision of the full feed compositions for the Minimum and Maximum CO ₂ cases, OR 2. Removal of the requirement to develop HMBs for the Minimum and Maximum CO ₂ cases	HMBs for specified cases are required as BDEP deliverables. The minimum and maximum CO ₂ case feed compositions will be agreed between OIL and the EPC Contractor/OEM during FEED, based on the governing ranges in Annexure SOW-FG and Section 1.2. Bidders shall price the BDEP effort accordingly.
6	OEM Process Design Package Coordination	2.1.2	149	The OEM shall declare in the PDP: refined mass balance, pressure profile, temperature profile, utility requirements, equipment list, skid dimensions and weight, inter-skid interface list, and the maximum guaranteed CO ₂ permeate moisture content at OEM-BL-2 (shall not exceed 600 ppm H ₂ O v/v).	Please clarify the expectation of the deliverable on Pressure profile, temperature profile. Also, Skid dimensions and weight, inter-skid interface list will be part of Detail engineering and not PDP.	The OEM PDP pressure and temperature profile means a schematic/tabular declaration of inlet/outlet P and T at each OEM battery limit nozzle and across key internal process stages — not full piping isometrics. Skid footprint dimensions and weight are required in the PDP for foundation design, civil loading calculations, and module transport planning; these are preliminary estimates to be confirmed in DE.
7	TSA Adsorber Vessels (V-301A and V-301B) In-Plant Process Piping (ASME B31.3)	2.7.3 2.6.1	174	Material: CS ASTM A516 Gr.70; high temperature alloy for regeneration gas nozzles; Process piping material selection: For CO ₂ service -	OIL is requested to clarify the definition of CO ₂ service, as the specified materials of construction for CO ₂ -rich gas are inconsistent. Please also confirm whether the CO ₂ service designation applies	Wet conditions is envisaged during transient state for all CO ₂ wetted areas. CO ₂ rich gas piping material shall be AISI SS 304 or higher grade as specified in the tender.

				AISI SS 304 or higher grade, with corrosion allowance per ASME B31.3 for austenitic stainless steel. Carbon steel piping (for natural gas mixture/ other process) shall have a minimum corrosion allowance of 1.5 mm. Material selection report to be submitted as part of BDEP.	to dry CO ₂ , wet CO ₂ , or both.	
8	Operation and Maintenance - Year 1	2.13	196	If membrane performance degrades below PG-1 (CO ₂ purity) or PG-2 (CO ₂ recovery) thresholds during Year 1, the OEM's warranty shall be invoked. The EPC Contractor shall manage the OEM warranty claim process on OIL's behalf at no additional cost. Membrane replacement under warranty is at the OEM's cost. If degradation is due to feed gas contamination outside the design envelope caused by OIL's upstream	It is recommended to clarify that the 72-hours Performance Test Protocol constitutes final verification of performance guarantees. Thereafter, warranty coverage should be limited to defects attributable to the OEM, and not to performance variations during O&M which lie outside OEM/EPC Contractor control post unit acceptance via Performance Test Certificate (PTC). Claim for membrane performance degradation may arise from factors other than membrane element defects, including but not limited to pre-treatment system performance, adsorbent	Please be guided by tender requirements. The EPC Contractor holds full and undivided responsibility for all performance guarantees regardless of the OEM employed.

				operations, the cost allocation shall be negotiated.	condition, filter maintenance, operating practices, instrumentation accuracy, and feed gas contamination. Therefore, the remedy shall not be limited solely to membrane replacement. The EPC Contractor and OEM shall identify and rectify the actual cause of the performance shortfall and restore compliance with PG-1 and PG-2. Any dispute regarding the cause of degradation shall be resolved through a joint performance assessment based on operating data, feed gas analyses, pre-treatment unit performance records, and membrane integrity evaluations.	
9	Membrane Separation System — Performance Specification	3.1	199	The OEM's PDP shall document the complete technical basis including process simulation results, sensitivity analysis across the feed composition range (20 to 25 mol% CO ₂), and performance at 50% turndown.	In Section 1.2, Design Basis, the minimum CO ₂ content is specified as 15 mol%. OEM requests confirmation as to whether the requirement to perform a sensitivity analysis for a feed CO ₂ range of 20–25 mol% supersedes this minimum design basis requirement.	CO ₂ range of 15–25 mol% shall be considered

10	Membrane Separation System — Performance Specification	3.1	199	CO₂ permeate moisture at OEM-BL-2 (declared, max guaranteed) OEM declared; shall not exceed 600 ppm H₂O (v/v)	Water is the fastest permeating molecule across membrane. At lower feed CO₂ concentration, the absolute quantity of water permeating the membrane remains relatively unchanged, but the lower permeate gas flow will cause the water concentration (ppmv) in the CO₂-rich stream to increase. As a result, the H₂O concentration (ppmv) in the CO₂-rich permeate stream increases and may exceed 600 ppmv, despite maintaining the same water loading to the downstream TSA unit. OEM/EPC Contractor requests that the 600 ppmv H₂O specification be considered a design-point performance value, applicable at the nominal CO₂ injection rate of 1,424 kg/h (corresponding to 60% recovery from a 25 mol% feed CO₂ concentration), rather than a guaranteed value across the entire operating range. For reference, 60% recovery from a 20 mol% feed CO₂ concentration is equivalent to CO₂ injection rate of 1,140 kg/h	The TSA shall be sized for the worst-case moisture loading — which may occur at the minimum feed CO₂ condition — and must ensure <4 ppm H₂O at C-201 suction (PG-6) across all operating cases. The OEM shall declare the maximum H₂O in CO₂ permeate at OEM-BL-2 for the 15 mol% CO₂ feed case in the PDP; if this exceeds 600 ppmv, the TSA sizing shall be revised accordingly. The 600 ppmv is a maximum design ceiling for TSA sizing, not a guaranteed OEM output.
----	--	-----	-----	---	---	---

11	Membrane Separation System — Performance Specification	3.1	199	CO ₂ content in methane-rich residue (sales gas) Less than or equal to 5 mol%	OEM/EPC Contractor requests confirmation that the previously specified limit of 5 mol% CO ₂ is no longer applicable and has been superseded by the requirement to achieve a minimum CO ₂ recovery of 60%.	Confirmed. The CO ₂ content in methane-rich residue (sales gas) is governed by PG-2 (minimum 60% CO ₂ recovery). The PG-4 value shall be the OEM's declared CO ₂ in residue corresponding to the PG-2 operating point.
12	OIL-Issued Reference Drawings	4.1	225	The following drawings are issued by OIL with this Tender Document for the EPC Contractor's reference and engineering basis. 4.1 OIL-Issued Reference Drawings 4.2 Equipment Data Sheets Issued for Bid	Missing in tender. Bidder request to confirm the availability of same & request Client to provide the same asap.	Drawings will be provided upon signing of confidentiality agreement with OIL (Please refer 1.1.5 Intellectual Property & Confidentiality, page 127 of 422)
13	Drawings to be Developed by EPC Contractor	4.3	227 231	5. Process Simulation Files (HYSYS / UNISIM) - BDEP P-05- Process Simulation Files (HYSYS/UNISIM) — with all cases	OEM on behalf of EPC contractor would like to state that due to proprietary nature of information they are unable to share the process simulation files for Membrane design.	Membrane design simulation files are not mandated. Overall process simulation for various cases shall be submitted.
14	Annexure SOW-FG Feed Gas Composition	-	266	Note: For the design case, the above table shall be considered. However, during design it shall be considered that CO ₂ percentage may vary from 15% to 25%.	As Section 2.1.1 requires HMBs for the Design, Minimum CO ₂ , Maximum CO ₂ , and 50% Turndown cases, preparation of HMBs for the Minimum and Maximum CO ₂ cases is not feasible without complete feed definitions.	HMBs for specified cases are required as BDEP deliverables. The minimum and maximum CO ₂ case feed compositions will be agreed between OIL and the EPC Contractor/OEM during FEED, based on the governing ranges in

				Nitrogen content may rise to 35%. Break-up table for minimum and maximum gas compositions is not available.	OEM/EPC Contractor requests for: 1. Provision of the full feed compositions for the Minimum and Maximum CO2 cases, OR 2. Removal of the requirement to develop HMBs for the Minimum and Maximum CO2 cases	Annexure SOW-FG and Section 1.2. Bidders shall price the BDEP effort accordingly.
15	Design Basis	1.2	129	Finished Ground Level of new CCS facility at DND-GPC- As per existing plant	Bidder request to confirm on existing facility finished ground levels and grading.	Finished Ground Level (FGL) of existing DND-GPC facility shall be confirmed during site visit. The CCS facility FGL shall match existing plant FGL per SOW Section 1.2. Bidders are encouraged to conduct a site visit — coordinate through OIL Jodhpur office.
16	Regulatory and Statutory Documentation , Statutory and Regulatory Requirements	1.6.2 & 5.5	136 & 238	1.6.2 Statutory and Regulatory Requirements 5.5 Regulatory and Statutory Documentation	Bidder request to clarify on responsibility for obtaining statutory approvals from PESO, Electrical Inspectorate, Factory Inspectorate, Pollution Control Board and other authorities etc. as per section 5.5 Regulatory and Statutory Documentation obtaining statutory approvals are in OIL scope. Bidder will provide necessary assistance in terms of preparation of documents only.	All statutory approvals including PESO/CCOE, CEA/Electrical Inspectorate, Factory Inspectorate, and RSPCB are in the EPC Contractor's scope per SOW Section 1.6.2 and SOW Section 5.5. OIL will provide necessary supporting documentation (land ownership records, No-Objection Certificates from relevant OIL departments) but the primary responsibility for obtaining approvals rests with the EPC Contractor.

17	Regulatory and Statutory Documentation , Statutory and Regulatory Requirements	1.6.2 & 5.5	136 & 238	1.6.2 Statutory and Regulatory Requirements 5.5 Regulatory and Statutory Documentation	Bidder request to confirm whether environmental clearance for CCS facility is already made available or Contractor has to obtain fresh approval for same.	EC not in EPC contractor's scope
18	Battery Limits and Interface Schedule	1.7	140	Battery Limits and Interface Schedule	Confirm complete Battery Limits at all interfaces with existing DND-GPC including piping, electrical, control system and utilities. Interface scope is not clear in SOW.	Battery limits for all interfaces are defined in SOW Section 1.7. For any interface not explicitly defined, the principle is: OIL's scope ends at the existing plant's nearest isolation valve/flange; EPC Contractor's scope includes all new works from that point. Detailed interface schedule shall be confirmed in the Interface Register developed at M-1 KOM.
19	Free Issue item to EPC Contractor	1.9	145	Items Furnished by OIL (Free Issue to EPC Contractor) The following items are furnished by OIL at no cost to the EPC Contractor. The EPC Contractor is responsible for receiving, inspecting, safely storing, handling, and installing OFE items. Damage to OFE items after the point of receipt shall be at the EPC Contractor's cost and risk:	Confirm the exact list of Owner Furnished Equipment (OFE) and free issue materials. SOW mentions OFE but complete list needs confirmation.	The complete OFE list is in SOW Section 1.9. No additional OFE items are available beyond those listed.

20	Basic Design and Engineering Package (BDEP)	2.1	149	Utility summary (no cooling water and instrument air are available at DND-GPC).	Bidder request to clarify whether all existing utilities (Power, Nitrogen, fire water, drainage etc.) are available with guaranteed capacities at battery limit.	Nitrogen is not available. Storm Water Drainage to be suitably designed by the EPC contractor. Fire Water and Grid power is available.
21	Instrumentation, Control, SCADA, and Telecoms	2.5	162	CCS PLC shall communicate with OIL's existing Yokogawa SCADA at DND-GPC MCS building via Modbus TCP/IP over approx. 250 m OFC LAN link. Exact Yokogawa system model, firmware, and available Modbus driver configuration shall be confirmed during FEED site visit per Open Item OI-008.	Bidder request to confirm on exact battery limit for SCADA, PLC and existing DCS integration. Clarify whether software licenses, historian licenses, cybersecurity software and annual subscriptions are included.	EPC Contractor's scope ends at the Modbus TCP/IP interface point to OIL's Yokogawa SCADA. OIL will bear Yokogawa software licence and engineering charges for integration on the Yokogawa side. EPC Contractor shall supply, configure, and commission all CCS PLC hardware, SCADA historian, HMI, and cybersecurity provisions within the CCS E-House. Annual software subscription costs for CCS PLC SCADA are in Price H (O&M Year 1) scope.
22	Instrumentation, Control, SCADA, and Telecoms	2.5	170	DND-GPC does not have an existing EPABX telephone system. The CCS EPC Contractor shall supply, install, configure, and commission a new SIP IP EPABX system as part of the CCS EPC scope (included in Price A). The EPABX shall serve the CCS facility communications	Bidder request to confirm on exact battery limit of telecom integration requirements with existing OIL systems like OFC, CCTV, PAGA and networking scope.	EPC Contractor's scope: complete new EPABX system (DND-GPC scope) and OFC from CCS E-House to MCS building (250 m, per SOW 2.5.5.1). CCTV, PAGA, and internal CCS LAN are all in EPC scope within the CCS facility. Interface with OIL's existing external OFC network (beyond MCS building): OIL's scope. PAGA integration with DND-GPC's wider site PA

				and provide telephone connectivity for the DND-GPC site.		system: interface to be confirmed at FEED.
23	Instrumentation, Control, SCADA, and Telecoms	2.5	165	Armoured single-mode OFC, minimum 12-core, ITU-T G.652D, from CCS E-House to OIL's MCS building at DND-GPC — approximate 250 m. Direct-buried or cable tray route confirmed during FEED.	Please clarify cable routing philosophy and availability including adequacy of existing cable trenches in existing operation area for laying of cables.	Cable route to be confirmed during FEED site survey. EPC Contractor shall conduct a cable trench survey within 30 days of LOA to assess adequacy of existing trenches in the DND-GPC operational area. New trenches within the CCS facility boundary are in EPC scope per SOW 2.8.2. Use of any existing DND-GPC trenches outside the CCS battery limit is subject to OIL's SIMOPS approval and cable capacity assessment.
24	Civil and Structural	2.8	175	All related underground Civil Works	Bidder understand that in order to confirm any underground encumbrances and taking into consideration of the cost, underground layouts of utilities and existing buried services drawings would be made available by Client as part of tender. Please confirm.	New plant area is greenfield in nature adjacent to existing plant. Piping and cable route from the CCS plant area to DND-GPC process area and control shall be suitably designed to avoid interference by existing underground utilities.
25	Module Plinths and Civil Works	2.8.2	176	Cable trenches: Concrete-lined trenches with cable ladders, sand bedding, inspection chambers at junctions, and concrete covers.	Cable trenches: Concrete-lined trenches with cable ladders, sand bedding, inspection chambers at junctions, and concrete covers. Minimum depth 750 mm. Cable trench walls and base slab:	Precast cable trenches and fibre covers are permitted subject to complying relevant technical standards and statutory guidelines.

				Minimum depth 750 mm. Cable trench walls and base slab: minimum 100 mm thick RCC with precast covers.	minimum 100 mm thick RCC with precast covers. Bidder request to propose U shape precast concrete trenches & fibre covers for faster installation and ease of handling as these are not load bearing structures.	
26	Civil and Structural	2.8.5	177	The EPC Contractor shall make complete arrangements for procurement, transportation, storage, distribution, quality control and disposal of water required for all construction activities under the Contract including concreting, curing, grouting, compaction, hydrotesting, cleaning, dust suppression, and domestic usage	Please clarify source and lead distance of construction materials (sand, aggregate, water) and water availability for hydrotesting and flushing including its disposal.	Construction materials (sand, aggregate, stone) are available locally in Jaisalmer district — quarries approximately 30–60 km from site. Construction water: tanker supply from Ramgarh (~25 km) — EPC Contractor's arrangement per SOW Section 2.8.5. Hydrotest water disposal: in lined containment pit within CCS facility boundary — EPC Contractor's scope. Site visit is encouraged to assess local material availability and logistics.
27	SIMOPS Plan	2.1	187	The feed gas tie-in (BL-IN connection) shall be the final construction activity before pre-commissioning, planned as a scheduled shutdown tie-in with minimum 30 days advance notice to OIL.	Request to confirm extent of brownfield shutdowns and allowable tie-in windows. Confirm whether OIL will provide process interruption/shutdown schedule or contractor has to assume independent shutdown planning.	24-48 hrs shutdown window is expected. OIL will co-ordinate the shutdown planning.

28	QA/QC and Third-Party Inspection	2.11.5	191	Third-Party Inspection (TPI) by an OIL-approved inspection agency shall be provided for all major equipment FATs, pressure vessel hydrostatic tests, compressor performance tests, pipeline welding and radiography, and module FATs. TPI costs are in the EPC Contractor's scope.	Bidder understands that TPI agency will be nominated by OIL and cost will be born by OIL.	Bidder's understanding is incorrect. TPI agency shall be selected from OIL's empanelled inspection agencies. However, all TPI costs including inspection fees, travel, and accommodation are in the EPC Contractor's scope and shall be included in Price A. OIL-nominated TPI does not mean OIL-paid TPI.
29	SIMOPS Plan	2.10.2	187	All hot work at DND-GPC shall require a Hot Work Permit from OIL's Site Engineer. No hot work is permitted within 30 metres of operating gas headers, separators, or existing process equipment without specific OIL permission and a gas-free certificate.	Bidder request to confirm on requirement of hot tapping activities and bypass piping required for tie-ins to reduce downtime.	Hot tapping for the BL-IN feed gas tie-in may be considered as an alternative to cold-cut tie-in, subject to a Hot Tap Risk Assessment approved by OIL and SIMOPS permit. The Contractor shall submit a Method Statement for OIL approval before any hot tap activity. Hot tap equipment, trained operator, and all associated costs are in the EPC Contractor's scope. Hot work permit per SOW Section 2.10.2 is mandatory.

30	Temporary Construction Facilities	2.11.6	192	EPC Contractor shall provide all temporary construction facilities at site at his/her own cost, including portable site office cabins, covered material storage, workers' rest area and sanitation compliant with Oil Mines Regulations 2017, potable water supply, diesel storage with secondary containment and temporary power for construction equipment.	Bidder request to confirm on Laydown area temporary construction facilities are available inside DND-GPC and will be made available to contractor as free issue.	OIL will provide a designated laydown area within or immediately adjacent to DND-GPC for the EPC Contractor's use during construction, at no cost to the Contractor. Area and access arrangements to be confirmed at M-1 KOM site visit. All temporary construction facilities (site offices, welfare facilities, diesel storage) within the allocated laydown area are in the EPC Contractor's scope per SOW Section 2.11.6.
31	Operation and Maintenance — Year 1	2.13	195	Critical spares inventory: The EPC Contractor shall maintain a minimum critical spares inventory at DND-GPC throughout O&M Year 1 as approved by OIL at commissioning. Critical spares consumed shall be replenished at the EPC Contractor's cost within 30 days of consumption, to maintain the approved inventory level.	Bidder request to clarify on spares requirements like Pre Commissioning-Commissioning- Startup Spares, Mandatory Spares and O&M Year-1 including required consumables, lubricants and membrane replacement philosophy.	Pre Commissioning-Commissioning- Startup Spares, Mandatory Spares are part of Price-A. 1 year O&M is comprehensive and includes spares & consumables. Please be guided by '2.13.3 Spares'. Membrane element replacement under PG-10 warranty is governed by SCC-6.4.

32	Route Survey — Technical Specification	3.5	204	The EPC Contractor shall conduct a joint route survey with OIL's pipeline team within 60 days of LOA. The survey shall cover the full 9 km pipeline corridor from DND-GPC to Bagitibba well plinth and shall produce the following deliverables for OIL/PMC approval before OFC laying commences:	Bidder request to confirm limits of pipeline route survey, ROW availability and land acquisition status for 9 km CO₂ pipeline.	The 9 km CO₂ pipeline is in OIL's own scope (excluded from EPC per SOW EX-1). The EPC Contractor's pipeline-route scope is limited to: (a) the OFC co-laying survey within OIL's pipeline trench corridor per SOW Section 2.6.2, and (b) the above-ground connection spools at ends. ROW and land acquisition for the pipeline are OIL's responsibility — EPC Contractor has no exposure to pipeline ROW risk.
33	Civil and Structural — Technical Specification	3.6	205	Cable trenches: Concrete-lined trenches with cable ladders, sand bedding, inspection chambers at junctions, and concrete covers. Minimum depth 750 mm. Cable trench walls and base slab: minimum 100 mm thick RCC with precast covers.	Bidder request to propose precast U shape concrete trenches of appropriate thickness with precast RCC/fibre covers for faster installation and ease of handling as these trenches are not load bearing structures.	Precast cable trenches and fibre covers are permitted subject to complying relevant technical standards and statutory guidelines.

34	Drawings to be Developed by EPC Contractor	4.3	227	The EPC Contractor shall develop and submit all drawings listed below. The submission schedule shall be captured in the Document Control Index (DCI) within the PIMS within 30 days of LOA. All drawings shall be submitted in PDF and native CAD (AutoCAD .DWG or equivalent) formats. As-built drawings shall additionally be submitted in 3D model native format and Navisworks (.nwc) format.	Bidder request to clarify on the plot plan of facility including internal roads, drains and boundary wall because SOW states "indicative" quantities only.	Indicative quantities (boundary wall, internal roads) are provided for bidding purposes only. Actual quantities will be determined by the EPC Contractor's plot plan design during FEED and certified as-built quantities will govern payment. Plot plan development is in EPC scope — bidders shall assume the indicative quantities for bid pricing and note that unit rates under Schedules E and F apply to actual quantities with no variation limit.
35	HEALTH, SAFETY AND ENVIRONMENT (HSE) SPECIFICATION	Annexure-HSE	254	OSHC Code 2020 consolidates 13 prior statutes including CLRA 1970, Factories Act 1948, and Building and Other Construction Workers Act 1996. Contractor shall meticulously comply with the statutory requirements in totality.	Bidder request to clarify on construction working timings and access restrictions inside operating gas plant.	BSF permission is generally for day hours up to latest gate exit time by 7 pm. BSF entry permission is required to enter into project site. Contractor's personnel shall mandatorily follow OIL's entry guidelines.

36	Spares — Comprehensive Provisions Included in Price H	2.13.3	195	Major mechanical failure parts: During O&M period, if event causes do not get covered under warranty/ defects liability, OIL will reimburse 50% of cost of each spare part having MRP above INR 5 Lakh per unit	Contractor request to clarify on reimbursement %. We understand it shall be 100% of cost of each spare part without any limitation of MRP.	No change. The 50:50 cost-sharing arrangement for major mechanical failure spares above ₹5 Lakh per unit during the non-overlapping O&M and Defect Liability period is as specified in the tender. This reflects the pilot-project nature of this facility and mutual risk-sharing after the DLP. The 50% contractor contribution recognises that the Contractor is responsible for proper maintenance to avoid major failures.
37	Technical Query (TQ) Procedure	SCC-2.4	95	The Contractor shall raise Technical Queries (TQs) in writing through PIMS for any item not fully defined in the Tender Document or any apparent conflict between documents, before proceeding. OIL's decision on each TQ is final and binding and shall be implemented without cost or time implication. OIL shall endeavour to respond within ten (10) working days. The Contractor shall plan its schedule to	Contractor request to advise that any TQ requiring any design change and scope addition needs to be handled through approved change variation methodology.	Any TQ response that results in a scope addition, deletion, or material change shall be implemented through a Variation Order per SCC-7. OIL's TQ decision is binding for interpretation — cost/time implications of a scope change arising from TQ resolution shall be handled per SCC-7.2.

				absorb reasonable TQ response times; no extension of time or additional cost arising from TQ resolution time shall be entertained. The TQ format is at Annexure SCC-B.		
38	Valuation	SCC-7.2	102	Additions/omissions shall be valued at Contract Price Schedule rates where applicable. If not covered, the Contractor shall submit a detailed breakdown (labour hours, material quantities, agreed rates) within 14 days of the VO for OIL approval. CPWD DSR rates shall be followed wherever applicable	Contractor request to clarify on CPWD DSR rates shall be followed wherever applicable, the same may not be applicable at remote location like Dandewala.	CPWD DSR rates are applicable as a reference/benchmark for unpriced items in variation orders where no Contract rates are available. In practice, for a lump-sum EPC contract, Schedule-rate pricing should govern most variations — CPWD DSR applicability will be limited to genuinely unpriced civil items.

END OF ANNEXURE-AA

ANNEXURE-BB

S.N	Clause No.	Description of Clause	Amended Clause
1	SOW Page 141 of 422 1.7.2	Same as BL-IN conditions: 28 KSC if no feed boost required by OEM design; or OEM declared boosted pressure if C 101 is required — to be confirmed in PDP; 50°C, max; 0.1225 MMSCMD; 20–25 mol% CO ₂ ; ~100 ppm H ₂ O	Same as BL-IN conditions: 28 KSC if no feed boost required by OEM design; or OEM declared boosted pressure if C101 is required — to be confirmed in PDP; 50°C, max; 0.1225 MMSCMD; 15–25 mol% CO ₂ ; ~100 ppm H ₂ O
2	SOW Page 150 of 422 2.1.4	Sensitivity analysis covering variations in feed CO ₂ content (20 to 25 mol%), temperature (minus 1 to 55 degrees C), and turndown (50 to 100%).	Sensitivity analysis covering variations in feed CO ₂ content (15 to 25 mol%), temperature (minus 1 to 55 degrees C), and turndown (50 to 100%).
3	SOW Page 200 of 422 3.2	Natural gas (20-25% CO ₂) feed boost if required by OEM design	Natural gas (15-25% CO ₂) feed boost if required by OEM design
4	SOW Page 144 of 422 1.8.2	If any guaranteed parameter is not met, the EPC Contractor shall diagnose, rectify, and restart the test. A maximum of three test attempts are permitted within three months of the first attempt. Consequences of continued failure, and the CO ₂ product purity penalty (penalty, not liquidated damages), are governed by SCC.	If any guaranteed parameter is not met, the EPC Contractor shall diagnose, rectify, and restart the test. Please refer clause SCC-5.5. Consequences of continued failure, and the CO ₂ product purity penalty (penalty, not liquidated damages), are governed by SCC.
5	SOR Page 116 of 422 4	The Total evaluated price for EPC works including GST will be considered for deciding the L-1 price. The contract shall be awarded to techno-commercially qualified L-1 bidder.	The Total evaluated price for EPC works including O&M for one (01) year will be considered for deciding the L-1 price. Price evaluation of bids shall be carried out as per the Proforma-B : Price Bid Format provided in the Tender / e-tender portal. The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and taxes including statutory liabilities and GST quoted.
6	SOR Page 116 of 422 5	Bid Validity: 180 days from submission	Bid Validity: 120 days from actual bid opening date.
7	Insertation after 1st Paragraph in '2.2 Rotating Machinery — Compressors' Page 151 of 422	The EPC Contractor shall supply four reciprocating gas compressors, all complying with API 618 Sixth Edition, for CO ₂ -service applications. All compressor motors shall comply with the 160 kW maximum rating per OISD-RP-149. Preferred Indian manufacturers	 <i>Neuman Esser (Pune)</i> . The manufacturer of each compressor offered shall have manufactured at least one (1) API 618 reciprocating compressor in CO ₂ service with driver rating not less than 110 kW within the fifteen (15) years preceding the original bid closing date. The Bidder shall submit Proforma-SOW-

		include Siemens Energy (Ahmedabad), Burckhardt Compression (Pune) and Neuman Esser (Pune).	CMQ , duly completed with supporting documents, for each proposed manufacturer including any manufacturer named above. The manufacturer so named shall be binding on the EPC Contractor and shall not be changed after award except with OIL's prior written approval, subject to the substitute manufacturer meeting the same requirement with no increase in Contract Price and no extension of time. Non-compliance shall render the offer technically disqualified.
8	New	Proforma-SOW-CMQ	The Bidder shall submit Proforma-SOW-CMQ , duly completed with supporting documents.
9	New	Proforma-NDU	Bidder must submit dully filled, sealed & signed copy of Non-Disclosure Undertaking to OIL as per PROFORMA-NDU (Please refer 1.1.5 Intellectual Property & Confidentiality, page 127 of 422).

END OF ANNEXURE-BB

COMPRESSOR MANUFACTURER QUALIFICATION*(A separate Annexure shall be submitted for each proposed manufacturer)*

Sl.	Particulars	To be filled by Bidder
1	Name of Bidder	
2	Compressor type(s) covered	
3	Name of compressor manufacturer	
4	Address of manufacturing plant	
5	Manufacturer's service centre in India (address)	

Sl.	Qualifying Reference Unit — API 618 Reciprocating Compressor in CO ₂ Service	To be filled by Bidder
6	End client / purchaser and project name	
7	Gas service (state CO ₂ content, mol%)	
8	Driver rating (kW) — minimum 110 kW	
9	Year of manufacture — within last 15 years from original Bid Due Date	
10	Purchase order / contract reference no.	

Sl.	Supporting Documents submitted	Enclosed
11	Documentary proof of reference unit at Sl. 6–10 (copy of purchase order / award letter / completion / commissioning / client reference certificate — commercial values may be redacted)	☐
12	Letter of Intent from the compressor manufacturer, valid for not less than the bid validity period	☐
13	Manufacturer's undertaking for AMC / CAMC and genuine OEM spares after warranty (per SOW Section 2.2)	☐

We declare that the information furnished above is true and correct, that the compressor units offered shall be manufactured by the manufacturer named at Sl. 3, and that OIL may verify these credentials directly with the end client named at Sl. 6.

Signature & Seal	Name / Designation	Name of Bidder	Place & Date

NON-DISCLOSURE UNDERTAKING

(To be executed by the Bidder on its letterhead and submitted to OIL prior to release of Confidential Information)

Ref. No.: _____

Date: _____

TO:

The General Manager (Contracts & Purchase)

Oil India Limited, Rajasthan Field

2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur — 342005, Rajasthan, India

FROM (the "Bidder"):

Name of Bidder (in full): _____

Company Registration / CIN No.: _____

Registered Office Address: _____

Tender No.: CJI2402P27 — EPC Contract for Carbon Capture and Storage (CCS) Pilot Project Surface Facilities, DND-GPC, Dandewala to Bagitibba Well, Jaisalmer, Rajasthan

RECITALS

- A.** Oil India Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at Duliajan, District Dibrugarh, Assam — 786602, and its Rajasthan Fields Office at 2A District Shopping Center, NH 62, Saraswati Nagar, Jodhpur, Rajasthan 342005 (hereinafter referred to as "OIL", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in office and permitted assigns), has invited bids under Tender No. CJI2402P27 for the EPC Contract for the Carbon Capture and Storage (CCS) Pilot Project Surface Facilities at DND-GPC, Dandewala to Bagitibba Well, Jaisalmer, Rajasthan (hereinafter referred to as the "Tender").
- B.** For the sole purpose of enabling prospective bidders to prepare and submit a technically and commercially responsive bid against the Tender, OIL is willing to disclose to the Bidder certain indicative engineering documents and associated technical information which OIL considers confidential and proprietary (hereinafter defined as the "Confidential Information").
- C.** The Bidder is desirous of receiving such Confidential Information for the said purpose and has agreed to hold the same in strict confidence and to be bound by the terms and conditions of this Non-Disclosure Undertaking (hereinafter referred to as this "Undertaking").
- D.** This Undertaking is a unilateral undertaking given by the Bidder in favour of OIL. It does not create, and shall not be construed as creating, any obligation on the part of OIL other than as expressly stated herein.

NOW THEREFORE, in consideration of OIL agreeing to disclose the Confidential Information to the Bidder, the Bidder hereby irrevocably and unconditionally undertakes, covenants and agrees as follows:

ARTICLE 1 — DEFINITIONS

1.1 In this Undertaking, unless the context otherwise requires:

(a) **"Confidential Information"** shall mean and include any and all information of any nature whatsoever (technical, engineering, commercial, financial, operational or otherwise), in any form or medium whatsoever, including but not limited to the indicative plot plan, indicative process flow diagram(s), indicative main process schematic(s), indicative single line diagram(s), indicative equipment layout(s), process and instrumentation diagrams, equipment data sheets, design basis data, and any other drawings, documents, data, specifications, calculations, models, samples, notes, abstracts or extracts disclosed, furnished or made available by OIL or on OIL's behalf to the Bidder in connection with the Tender, which is designated by OIL as confidential, proprietary or restricted, or which by its nature, content or circumstances of disclosure would reasonably be understood by a prudent recipient to be confidential or proprietary."

(b) **"Permitted Recipient"** shall mean: (i) any director, officer or employee of the Bidder; (ii) any Affiliate of the Bidder and the directors, officers and employees of such Affiliate; (iii) any membrane technology Original Equipment Manufacturer (OEM) from OIL's approved OEM framework with whom the Bidder is associated for the purpose of the Tender; (iv) any sub-vendor, sub-contractor or specialist supplier engaged or proposed to be engaged by the Bidder for the purpose of the Tender; (v) any Third Party Inspection (TPI) agency engaged or proposed to be engaged by the Bidder for the purpose of the Tender; and (vi) any legal, financial or professional advisor of the Bidder — in each case, only where such person or entity has a genuine need to receive the Confidential Information for the Purpose;

(c) **"Purpose"** shall mean the preparation, compilation and submission by the Bidder of its bid in response to the Tender, and (if the Bidder is awarded the contract pursuant to the Tender) the performance of the said contract, and no other purpose whatsoever;

(d) **"Affiliate"** shall mean, in relation to the Bidder, any entity which directly or indirectly controls, is controlled by, or is under common control with the Bidder, where "control" means the direct or indirect ownership of fifty percent (50%) or more of the voting rights of such entity.

1.2 In this Undertaking, the expression "including" shall mean "including but not limited to", and words importing the singular shall include the plural and vice versa.

ARTICLE 2 — CONFIDENTIALITY AND NON-DISCLOSURE

2.1 The Bidder shall hold and treat all Confidential Information as strictly confidential and proprietary to OIL, and shall protect the Confidential Information with at least the same degree of care as the Bidder applies to its own confidential information of a like nature, but in no event less than a reasonable degree of care. This obligation shall survive the expiry or termination of this Undertaking for the period specified in Article 8 and shall bind the Bidder, its employees, agents, representatives, Affiliates, successors and permitted assigns.

2.2 The Bidder in particular undertakes:

(i) not to publish, disclose, divulge, transmit or otherwise make available any Confidential Information, in whole or in part, to any person or entity other than a Permitted Recipient, save as expressly permitted under this Undertaking;

(ii) not to use the Confidential Information, whether in whole or in part, for any purpose other than the Purpose, and in particular not to use the Confidential Information for the benefit of any third party, for the Bidder's own independent commercial account, or in connection with any other tender, project, proposal or commercial initiative whatsoever, whether of the Bidder or of any other entity;

(iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer, except to the extent reasonably necessary for evaluating, understanding and preparing a responsive bid for the Tender or, where applicable, for performance of the Contract. any information, drawing, process, product or equipment of OIL, or any part thereof, contained in or derived from the Confidential Information;

(iv) not to make, retain or permit to be made any copies, abstracts, extracts or reproductions of the Confidential Information beyond such number as is strictly necessary for the Purpose, and to maintain a record of all such copies made;

(v) to store and maintain all Confidential Information in a secure manner permitting both its secrecy and its prompt retrieval, and to implement reasonable technical and organisational safeguards against unauthorised access, disclosure or loss.

2.3 The Bidder shall not disclose to the public or to any third party (i) the fact that OIL has disclosed or made available any Confidential Information to the Bidder, or (ii) the fact that the Bidder has inspected or evaluated any portion of the Confidential Information, without the prior written consent of OIL. Notwithstanding the foregoing, the Bidder may disclose the existence of the Tender, the receipt of Confidential Information and its participation in the Tender to its auditors, lenders, insurers, statutory authorities, stock exchanges, legal advisers and regulatory authorities on a need-to-know basis, provided that such persons are subject to professional, statutory or contractual duties of confidentiality.

2.4 The Bidder shall promptly notify OIL in writing upon becoming aware of any unauthorised disclosure, loss, or misuse of any Confidential Information, and shall render OIL all reasonable assistance in mitigating the consequences of such disclosure, loss or misuse.

ARTICLE 3 — PERMITTED DISCLOSURE TO PERMITTED RECIPIENTS

3.1 Notwithstanding Article 2, the Bidder may disclose the Confidential Information, or such part thereof as is strictly necessary for the Purpose, to a Permitted Recipient, provided that in each case the Bidder shall, prior to such disclosure:

(i) inform the Permitted Recipient in writing of the confidential and proprietary nature of the Confidential Information and of the restrictions applicable to its use and further disclosure;

(ii) ensure that such Permitted Recipient is bound by confidentiality obligations under applicable employment contracts, professional duties, internal corporate policies, contractual arrangements or separate confidentiality undertakings which provide protection substantially equivalent to the obligations contained herein;

and

(iii) ensure that the Permitted Recipient uses the Confidential Information solely for the Purpose and for no other purpose whatsoever.

3.2 No prior written consent of OIL shall be required for disclosure to a Permitted Recipient falling within Article 1.1(b), provided that such disclosure is strictly for the Purpose and the conditions in Article 3.1 are complied with in full. The Bidder shall, upon written request by OIL, furnish to OIL a list of all Permitted Recipients to whom Confidential Information has been disclosed, together with written confirmation that appropriate confidentiality obligations have been imposed upon such Permitted Recipients.

3.3 The Bidder shall remain fully and unconditionally liable to OIL for any act, omission, breach or default of any Permitted Recipient as if such act, omission, breach or default were that of the Bidder itself. The obtaining of a confidentiality undertaking from a Permitted Recipient shall not relieve, diminish or limit the Bidder's liability under this Undertaking in any

manner whatsoever. Notwithstanding the foregoing, this Article 3.3 shall not extend to any act, omission, breach or default of a Permitted Recipient falling within Article 1.1(b)(iii) (a member of OIL's approved OEM framework) or Article 1.1(b)(v) (a Third Party Inspection agency), to the extent such act, omission, breach or default arises from matters outside the Bidder's reasonable control, and provided that the Bidder has complied with its obligations under Article 3.1 in respect of such Permitted Recipient.

ARTICLE 4 — EXCEPTIONS

4.1 The obligations and restrictions contained in Article 2 shall not apply to any Confidential Information which the Bidder can establish by contemporaneous documentary evidence:

- (i) was in the public domain at the time of its disclosure by OIL, or subsequently enters the public domain otherwise than as a result of any breach of this Undertaking by the Bidder or any Permitted Recipient (and in such case, only from the date on which it entered the public domain);
- (ii) was lawfully in the possession of the Bidder, free of any obligation of confidence, prior to its disclosure by OIL, provided that the Bidder furnishes proper documentary evidence of such prior possession;
- (iii) has been rightfully obtained by the Bidder from a third party lawfully entitled to disclose the same, without any breach of any obligation of confidence owed to OIL;
- (iv) has been independently developed or discovered by the Bidder without any use of or reference to the Confidential Information, provided that such independent development or discovery can be documented and verified; or
- (v) is required to be disclosed pursuant to any law in force in India, or under the order of any court, tribunal, statutory or regulatory authority of competent jurisdiction, provided that the Bidder shall, to the extent legally permissible, give OIL prompt prior written notice of such requirement so as to enable OIL to seek a protective order or other appropriate remedy, and shall disclose only such portion of the Confidential Information as is strictly required to be disclosed.

4.2 Confidential Information shall not be deemed to fall within any of the exceptions set out in Article 4.1 merely because it is embraced by more general information that is in the public domain or in the possession of the Bidder. Further, any combination of features, items, data or information shall not be deemed to fall within the said exceptions merely because the individual features, items, data or information forming part of such combination are individually in the public domain or in the possession of the Bidder.

ARTICLE 5 — NATURE OF CONFIDENTIAL INFORMATION; NO WARRANTY

5.1 The Bidder expressly acknowledges and agrees that all documents and information disclosed by OIL under this Undertaking are indicative and preliminary in nature, and are furnished solely to assist the Bidder in preparing its bid against the Tender.

5.2 OIL makes no representation or warranty of any nature whatsoever, express or implied, as to the accuracy, adequacy, completeness, reliability, sufficiency or fitness for any particular purpose of the Confidential Information. The Bidder shall carry out its own independent verification, assessment and satisfaction in respect of all matters relevant to its bid, and shall not rely upon the Confidential Information as constituting final, complete or binding engineering data.

- 5.3** OIL, its directors, officers, employees and representatives shall not be liable in any manner whatsoever for any loss, damage, cost, expense or claim of any nature arising out of or in connection with the use of, or reliance upon, any Confidential Information by the Bidder or any Permitted Recipient.
- 5.4** Nothing contained in this Undertaking shall oblige OIL to disclose any information which OIL does not, in its sole discretion, wish to disclose, nor shall OIL be under any obligation to disclose any further or additional information to the Bidder.

ARTICLE 6 — INTELLECTUAL PROPERTY; NO LICENCE

- 6.1** All right, title and interest in and to the Confidential Information, including all intellectual property rights and proprietary rights therein, shall at all times remain vested exclusively in OIL. The disclosure of Confidential Information under this Undertaking shall not, whether expressly or by implication, estoppel or otherwise, grant or confer upon the Bidder or any Permitted Recipient any right, title, interest, licence or claim of any nature whatsoever in or to the Confidential Information or in or to any patent, copyright, design, trademark, trade secret or other intellectual property right of OIL.
- 6.2** Any analysis, interpretation, evaluation, calculation, model, compilation, study, summary, note or other work product prepared by the Bidder or any Permitted Recipient which is derived in whole or in part from the Confidential Information shall be subject to the same confidentiality obligations as apply to the Confidential Information under this Undertaking, and shall be used by the Bidder solely for the Purpose.
- 6.3** The Bidder shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, copyright notice, confidentiality legend, drawing number, revision mark or other proprietary notice appearing on any Confidential Information, and shall faithfully reproduce all such marks and notices on every copy made. The Bidder shall not affix, add or emboss its own name, logo, mark or symbol, or that of any other person, upon any Confidential Information.

ARTICLE 7 — RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 7.1** The Bidder shall, within thirty (30) days of the earliest of the following events, either return to OIL or destroy (at OIL's option and written direction) all Confidential Information and every copy, abstract, extract, note and reproduction thereof, whether in physical or electronic form, in the possession or control of the Bidder or any Permitted Recipient:
- (i) a written request to that effect from OIL;
 - (ii) the rejection or non-acceptance of the Bidder's bid against the Tender;
 - (iii) the withdrawal by the Bidder from participation in the Tender;
 - (iv) the cancellation, annulment or withdrawal of the Tender by OIL; or
 - (v) the expiry of this Undertaking in accordance with Article 8.
- 7.2** Where OIL directs destruction, the Bidder shall furnish to OIL, within the said period of thirty (30) days, a written certificate signed by an authorised signatory of the Bidder confirming that all Confidential Information has been duly and irretrievably destroyed.
- 7.3** Article 7.1 shall not apply to
- (i) copies of Confidential Information created automatically by routine electronic backup or archival systems, provided that such copies shall be deleted in the ordinary course of the Bidder's records retention cycle and shall not be accessed or used prior to such deletion; and

(ii) any Confidential Information which the Bidder is required to retain under any law in force in India, which may be retained solely for such statutory purpose. In respect of all such retained Confidential Information, the confidentiality obligations under this Undertaking shall continue to apply in full.

(iii) The Bidder may additionally retain one archival copy of the Confidential Information solely for legal, regulatory, audit, compliance, insurance, dispute resolution or record-retention purposes, provided that such retained copy shall remain subject to the confidentiality obligations contained herein and shall not be used for any other purpose.

- 7.4** Where the Bidder is awarded the contract pursuant to the Tender, the obligations under Article 7.1 shall stand suspended for the duration of the said contract, and the Confidential Information may be retained and used by the Bidder strictly for the performance of the said contract, subject at all times to the confidentiality obligations under this Undertaking.

ARTICLE 8 — TERM AND SURVIVAL

- 8.1** This Undertaking shall come into force on the date of its execution by the Bidder as set out below, and shall remain in force for a period of three (3) years from such date.
- 8.2** Notwithstanding Article 8.1, the confidentiality and non-use obligations contained in Articles 2, 3, 5, 6 and 7 shall survive the expiry of this Undertaking and shall continue in full force and effect for a further period of three (3) years from the date of such expiry, or until such time as the Confidential Information ceases to be confidential by operation of Article 4, whichever is earlier.
- 8.3** Where the Bidder is awarded the contract pursuant to the Tender, this Undertaking shall continue in force for the duration of the said contract and for a period of three (3) years following its completion, expiry or termination, whichever is later.

ARTICLE 9 — REMEDIES

- 9.1** The Bidder acknowledges and agrees that the Confidential Information is of a special, unique and proprietary character, and that any breach or threatened breach by the Bidder or any Permitted Recipient of the obligations contained in this Undertaking would cause OIL immediate and irreparable harm for which monetary damages alone would not constitute an adequate remedy.
- 9.2** Accordingly, and in addition to and without prejudice to all other rights and remedies available to OIL at law, in equity or under the Tender documents, OIL shall be entitled to seek and obtain injunctive relief, specific performance and such other equitable relief as may be appropriate, without any requirement to prove actual damage or to furnish any security or bond.
- 9.3** The Bidder further acknowledges that any breach of this Undertaking may, at OIL's sole discretion, result in (i) rejection of the Bidder's bid against the Tender; (ii) termination of any contract awarded to the Bidder pursuant to the Tender; and/or (iii) action under OIL's Banning and Holiday Listing Policy, in addition to any other consequence provided under the Tender documents or applicable law.

ARTICLE 10 — RELATIONSHIP WITH TENDER DOCUMENTS

- 10.1** This Undertaking is supplemental to, and shall be read in conjunction with, the Integrity Pact and all other documents forming part of the Tender. It does not replace, supersede, dilute or in any manner limit any obligation of the Bidder under the Integrity Pact or under any other Tender document.
- 10.2** Any material breach of this Undertaking, following due examination by OIL, may be treated as a breach of the Integrity Pact and may attract the consequences provided thereunder.

- 10.3** The Bidder acknowledges that OIL is a Government of India Public Sector Undertaking and is bound by the guidelines of the Central Vigilance Commission and the General Financial Rules. The disclosure of Confidential Information under this Undertaking is made solely to enable the Bidder to prepare a competitive bid, and shall not constitute, or be construed as constituting, any pre-contractual commitment, assurance, representation or obligation on the part of OIL to award any contract to the Bidder, to shortlist the Bidder, or to proceed with the Tender.
- 10.4** Nothing in this Undertaking shall oblige either OIL or the Bidder to enter into any further agreement or arrangement of any nature whatsoever.

ARTICLE 11 — GENERAL PROVISIONS

- 11.1** Assignment. The Bidder shall not assign, transfer, novate or otherwise dispose of this Undertaking or any of its rights or obligations hereunder, whether in whole or in part, without the prior written consent of OIL.
- 11.2** No waiver. No delay, omission or forbearance by OIL in exercising any right, power or remedy under this Undertaking shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof or the exercise of any other right, power or remedy. Any waiver or consent granted by OIL on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any subsequent occasion.
- 11.3** Severability. If any provision or part of any provision of this Undertaking is held by any court or competent authority to be invalid, illegal or unenforceable, such provision or part thereof shall be deemed severed, and the remaining provisions of this Undertaking shall continue in full force and effect.
- 11.4** Amendment. No amendment or modification of this Undertaking shall be valid or effective unless made in writing and signed by an authorised representative of the Bidder and acknowledged in writing by OIL.
- 11.5** Notices. All notices under this Undertaking shall be in the English language and in writing, and shall be delivered by hand, by registered post, by courier or by electronic mail to the addresses set out in this Undertaking, or to such other address as either party may notify in writing. Notices shall be effective upon actual receipt.
- 11.6** Publicity. The Bidder shall not issue any press release or public announcement, give any interview, publish any advertisement, or otherwise publicise in any manner whatsoever any matter relating to this Undertaking, the Confidential Information, the Tender or the Purpose, without the prior written approval of OIL.
- 11.7** Entire undertaking. This Undertaking constitutes the complete and exclusive statement of the obligations of the Bidder in respect of the confidentiality of the Confidential Information, and supersedes all prior discussions, correspondence and communications between OIL and the Bidder in relation to its subject matter. Any click-through, click-wrap or electronic acceptance terms associated with any data room or electronic platform through which Confidential Information may be made available shall not amend or be deemed to amend this Undertaking, and this Undertaking shall prevail.

ARTICLE 12 — GOVERNING LAW, ARBITRATION AND JURISDICTION

- 12.1** This Undertaking shall be governed by and construed in accordance with the laws of India.
- 12.2** Any dispute, difference or claim arising out of or in connection with this Undertaking, including any question regarding its existence, validity, interpretation, breach or termination, which cannot be settled amicably between OIL and the Bidder within sixty (60) days of written notice of such dispute, shall be referred to and finally resolved by arbitration

under the provisions of the Arbitration and Conciliation Act, 1996 (as amended) by a sole arbitrator to be appointed in accordance with the said Act.

12.3 The seat and venue of arbitration shall be Jodhpur, Rajasthan. The language of the arbitration shall be English. The arbitral award shall be final and binding upon the parties. The costs of arbitration shall be borne as directed by the arbitral tribunal.

12.4 Notwithstanding Article 12.2, nothing in this Undertaking shall preclude OIL from seeking urgent interim, injunctive or other equitable relief from any court of competent jurisdiction, and the Bidder hereby consents to the jurisdiction of such court for that purpose.

12.5 Subject to Article 12.2, the courts at Jodhpur, Rajasthan shall have exclusive jurisdiction in respect of all matters arising out of or in connection with this Undertaking.

DECLARATION AND EXECUTION

I/We, the undersigned, being duly authorised to execute this Non-Disclosure Undertaking for and on behalf of the Bidder named above, hereby declare, confirm and undertake that:

- (a) I/We have read, fully understood and unconditionally accepted all the terms and conditions of this Undertaking;
- (b) I/We am/are duly authorised by the Bidder to execute this Undertaking and to bind the Bidder to the obligations contained herein;
- (c) The Bidder shall comply with all obligations contained in this Undertaking in letter and in spirit; and
- (d) This Undertaking is given by the Bidder freely, voluntarily and without any coercion, and shall be legally binding upon the Bidder, its successors and permitted assigns.

Signature of Authorised Signatory: _____

Name (in block letters): _____

Designation: _____

Name of Bidder (Company): _____

Place: _____

Date: _____

Common Seal / Company Stamp of the Bidder:

(affix below)

END OF BID CORRIGENDUM NO.1